BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I SECTION-GCC
GENERAL TERMS AND CONDITIONS
ENQUIRY No. CEE/BMANZ/SEE (O)/AEE-1/23-24/Enqno-10 Dated: 09.08.2023

1.0 In the interest of BESCOM services, the total requirements of **drivers on contract basis to divisions of East and North Circle in BMANZ, Bangalore** may vary. However such changes will be as per the provisions of KTPP Act.

2.0 **Minimum Qualification and knowledge required for drivers:**

1. The Driver should have passed 7th standard examination as minimum qualification.
2. A driver should have valid license for heavy vehicle from RTO authority with 3 years experience and validity of the license shall be upto the period of contract.
3. The driver shall be able to work as and when called during emergency, other than normal working hours.
4. Shall be physically fit and mentally sound.
5. Speaking in Kannada is a must.
6. Should be within the age group of 21 to 45 years

3.0 **Services Required by the Client:**

3.1 The Agency shall be providing manpower services in Client's premises as per the details provided, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

3.2 BESCOM shall pay the charges as agreed between the Client and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

3.3 The Agency shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Agency that the work is executed in all respects in accordance with the Agency's obligations.

3.4 The agency should meet all the medical expenses of outsource employees for which agency should have the Medical/Accident insurance policy for its employees during contractual period.

4.0 **Agency's Obligations:**

4.1 The Agency shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form

part and parcel of the Contract. The Agency shall abide by such assignments as provided by the Client from time to time.

4.2 The Agency shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Agency only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Agency.

4.3 The Agency shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

4.4 The Agency shall produce to the client, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

4.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.

4.6 The Agency shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

4.7 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

4.8 The Agency shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

4.9 The Agency shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same.

4.10 The personnel of the Agency shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this position in writing before deployment under this agreement.

4.11 The Agency shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

4.12 The Agency shall provide minimum of two sets each of uniform to its personnel at its own cost.

4.13 The Agency shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Agency quarterly.

4.14 The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel.

4.15 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

4.16 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

4.17 The Agency shall not employ any person below the age of 18 years old.

4.18 Manpower so engaged shall be trained for providing services.

4.19 Out of total 15nos of drivers, the Agency shall provide minimum of 15% of Schedule Caste(i.e 03nos) and 3% of Schedule Tribes(i.e 01no) candidates as per the circular issued by GM(A&HR) vide circular no.cys-20 dtd 5.02.2020.

5.0 **Agency's Personnel:**

5.1 The Agency shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Agency under the Contract and to provide full attention for executing the work thereof.

5.2 The Agency shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Agency shall also keep informing the Client of any change in its organization or its personnel

5.3 The personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges).

6.0 **Agency's Liability:**

6.1 The Agency shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the Client.

6.2 The Agency shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly.

6.3 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.

6.4 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the Client.

6.5 The Agency shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the Agency contravening this condition, Client shall be entitled to place the contract elsewhere on the Agency's risk and cost, and the Agency shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

7.0 **Clients Obligations:**

7.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Agency's employees to carry out the Services.

7.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Agency in connection with the performance of the Services. The Client shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

7.3 To enable the Agency to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.

7.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. The Client does not recognize any employee, employer's relationship with any of the workers of the Agency.

8.0 **The Contract agency, which is providing driver services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.**

9.0 The Agency shall ensure satisfactory standards by his staff posted as driver and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such driver has to be replaced at the request of local officers by the Agency.

10.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

11.0 The Tenderer shall quote not lesser than as per prevailing "Minimum Wages Act 1948".

12.0 **Mode of payment:**

1) The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from the Officer in charge of the client, duly countersigned by the Assistant Executive Engineer (Ele) of concerned Sub Divisions/ Store officer of respective Division for satisfactory completion of the work for payment of remuneration, of the drivers to the respective Executive Engineer, C, O&M Division, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month at the concerned O&M Divisions.
2) Before making payment to the agency by BESCOM, it should be ensured that the agency shall produce bank statement of Drivers, as proof for having paid the previous month salary and EPF & ESI to the individual employees of the said contract order.
3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.
4) The Agency shall make the payment to drivers on or before 7th of succeeding month without waiting for the BESCOM payment of bill.

13.0 The Agency shall arrange to pay EPF, ESI, and applicable tax in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF/ESI of the employee's share and employers share to be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

14.0 GST paid challan along with the GSTR-1 filing for the previous month to be enclosed along with the bill.

15.0 The payment shall be restricted to the no. of driver services availed during that particular month as certified by the concerned officer.

16.0 Selected drivers' shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by driver during office hours.

17.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a. Minimum Wages Act, 1948.

b. Payment of Wages Act, 1936.

c. Contract Labour (Regulation and Abolition) Act, 1970.

d. Employees PF and Miscellaneous Provision Act, 1952.

e. Employees State Insurance Act, 1948.

f. Workmen's Compensation Act

g. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

18.0 For the successful bidder the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

19.0 The successful bidder shall submit the contract labour license issued by the labour department of GOK within 45days from the date of contract order.

20.0 **Agreement:-** The successful bidder shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of contract order/DWA . The Successful bidder shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of DWA /contract order. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

21.0 The Successful bidder shall submit the monthly bill in triplicate with authenticate seal and signature for payment.

22.0 In the event of an order the successful bidder shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register

b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month and GSTR-1 filing to the respective Govt. /Central authorities along with the Employees details.

c. Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.

d. Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).

e. Copy of GST paid challan.

f. Each year during the month of December, Rs 3/-from each driver has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building

Annex, 2nd Floor, J.C Road, Bangalore-2 .The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

23.0 The driver engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

24.0 Incase of any accidents, injuries etc to the engaged driver of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

25.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

26.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

27.0 In case the Agency, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

28.0 This contract is for a period of one year. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees has no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

29.0 The service contract becomes effective from the date of the Contract order issued, which shall be valid for a period of one year. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

30.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

31.0 The Chief Engineer (Ele), BMANZ, BESCOM, has full rights to accept or reject the offers.

32.0 **Dispute:** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Managing Director, BESCOM, and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged driver, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

33.0 The driver engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

34.0 Any default in compliance, the Agency shall be held responsible.

35.0 The bidder shall quote not be lesser than as per prevailing "Minimum Wages Act 1948"

36.0 The bidder shall quote the wages and service charges separately.

37.0 **Penalty**:

37.1 A penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable will be deducted from the amount to be paid to the Agency only when the Officer in charge and countersigned by the Superintending Engineer of the circle in the monthly bill.

37.2 In case the Agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Agency is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

37.3 If the agency fails to make payment to the deployed staff within 7th of the succeeding month, penalty will be levied at the rate of Rs.500/- per day upto 15th and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

37.4 Any penalty to be levied only after approval from the Chief Engineer(Ele), BMANZ, BESCOM.

37.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Agency failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

38.0 **Validity:** The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

39.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

40.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

41.0 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

42.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

43.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

44.0 **SECURITY DEPOSIT**:

a) The Security deposit **shall be paid within two weeks from the date of the Letter of Intent (LOI)** or shall be along with the acknowledgement for having received the LOI. The bidder shall pay Security Deposit against Performance equal to 5% of the total contract value (of total number of drivers engaged) payable by BESCOM. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b) The mode of payment of Security Deposit is as follows:

i) If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

ii) **If the amount of Security Deposit payable is more than Rs.10,000/- it shall be payable in the form of Bank Guarantee issued by a Scheduled Commercial Bank**.

iii) In case of furnishing Bank Guarantee, the same must be sent to us directly by the Banker.

c) In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Contract Order will also be cancelled.

d) In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Contract Order will also be cancelled.

e) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

45.0 **TERMINATION FOR CONVENIENCE**

BESCOM may, by written notice sent to the Agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The Agency upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower services terminated.

46.0 **TERMINATION OF CONTRACT:**

BESCOM may without prejudice to any other remedy for breach of Contract by giving 14 days written notice of default sent to the Service Provider , terminate the Contract in whole or in part.

a) If the Service Provider fails to deliver to provide the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

47.0 Bidders shall bear the payment of other allowances such as Overtime allowance, allowances for working on general holidays, providing uniform & Shoes, Washing allowance, Bonus and Byata to the Drivers out of his own cost. BESCOM shall not be liable to pay any allowance as such.

- Sd/-

Chief Engineer, Ele. C,O&M,BMANZ,

BESCOM